

is consistent with the intent of §181(d) and does not constitute any change of substance.

Subsection (b) of this section is new language which combines, without substantive change, the first sentence of each of Art. 83, §§ 179(b) and 180(b). The term "lacks knowledge" is substituted for "disclaims knowledge" for purposes of clarity, since not everyone who "disclaims" knowledge necessarily does so without the knowledge disclaimed. The present phrase "so that the purchaser is able to judge..." is deleted as non-sequential since a bold disclaimer would certainly not be a true aid to the purchaser in judging the "uniqueness or scarcity" of the print.

The only other changes are in style.

#### 14-505. REMEDIES.

##### (A) RETURN OF PURCHASE PRICE.

A PERSON WHO SELLS A FINE PRINT IN VIOLATION OF THIS SUBTITLE IS LIABLE TO THE PURCHASER, ON TENDER BY THE PURCHASER OF THE PRINT, FOR ITS PURCHASE PRICE, WITH INTEREST FROM THE DATE OF PAYMENT OF THE PURCHASE PRICE.

##### (B) TREBLE DAMAGES.

A PERSON WHO SELLS A FINE PRINT IN WILLFULL VIOLATION OF THIS SUBTITLE IS LIABLE TO THE PURCHASER, ON TENDER BY THE PURCHASER OF THE PRINT, FOR AN AMOUNT EQUAL TO THREE TIMES THE SUM OF THE PURCHASE PRICE AND INTEREST FROM THE DATE OF PAYMENT OF THE PURCHASE PRICE.

##### (C) LIMITATION OF ACTION.

AN ACTION MAY NOT BE MAINTAINED UNDER THIS SECTION UNLESS BROUGHT WITHIN ONE YEAR AFTER DISCOVERY OF THE VIOLATION ON WHICH IT IS BASED AND, IN NO EVENT, MORE THAN THREE YEARS AFTER THE PRINT WAS SOLD.

REVISOR'S NOTE: This section presently appears as Art. 83, §182.

References to "offers" to sell a fine print are deleted since the reference to a "purchase," as well as the return of the "purchase price" presupposes an actual sale and not merely an offer. No change in substance results since, even if the print were offered for sale in violation of this subtitle and then sold, it necessarily results